

July 14, 2021

VIA ELECTRONIC FILING

The Honorable Jocelyn Boyd
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29211

RE: Dominion Energy South Carolina, Incorporated's Proposed Code
of Conduct (See also Docket Nos. 2017-207-E, 2017-305-E, and
2017-370-E)
Docket No. 2019-386-E

Dear Ms. Boyd:

As the Public Service Commission of South Carolina ("Commission") is aware, Order No. 2018-804(A) approved, among other things, the merger between Dominion Energy, Inc. ("Dominion Energy") and SCANA Corporation. Thereafter, by Order No. 2021-358 issued in the above-referenced docket, the Commission approved a Code of Conduct that governs certain transactions between Dominion Energy South Carolina, Inc. ("DESC") and its affiliates. From time to time, and in compliance with Order No. 2021-358, DESC will enter into a services agreement whereby an affiliate of DESC may provide certain services to DESC and likewise, DESC may provide certain services to its Dominion Energy affiliate. The purpose of this letter is to inform the Commission that DESC has entered into a Services Agreement with Dominion Energy Technical Services, Inc. ("DTECH"); Dominion Energy Virginia, Inc. ("DEV"); and Public Service Company of North Carolina, Inc. ("PSNC").

The Services Agreement between DESC and DTECH, a copy of which is enclosed for filing only as Attachment 1, allows DESC to request certain services from DTECH. The service that DESC has agreed to receive from DTECH is identified on Exhibit II of the Services Agreement and that service is more fully described in Paragraph 5 on Exhibit I of the Services Agreement. Additionally, if DESC engages DTECH's services, then DTECH will provide such services at cost.

The Services Agreement between DESC and DEV, a copy of which is enclosed for filing only as Attachment 2, allows DESC and DEV to request certain services from each other. The services that each company has agreed to receive from each other are set forth on Exhibit II of the Services Agreement and are more fully described on Exhibit I of the Services Agreement. Additionally, these services will be provided at cost.

(Continued . . .)

The Honorable Jocelyn Boyd

July 14, 2021

Page 2

Lastly, the Services Agreement between DESC and PSNC, a copy of which is enclosed for filing only as Attachment 3, allows DESC to provide certain services to PSNC. The services that PSNC has agreed to receive from DESC are identified on Revised Exhibit II of the Services Agreement and are more fully described on Exhibit I of the Services Agreement. To the extent that DESC is requested to provide these services, such services will be charged to PSNC at cost.

These agreements comply with all terms of the merger between SCANA and Dominion Energy required in Order No. 2018-804(A) as well as S.C. Code Ann. § 58-27-2090 (2015) and the DESC Code of Conduct as approved by Order No. 2021-358.

By copy of this letter, we are providing a copy of these agreements to the South Carolina Office of Regulatory Staff.

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,



K. Chad Burgess

KCB/kms
Enclosures

cc: Jeffrey M. Nelson, Esquire
(via electronic mail and U.S. First Class Mail w/enclosures)

DTECH Services Agreement

This DTECH Services Agreement (this “Agreement”) is entered into as of the 1st day of July 2021, by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation (“DESC”), and DOMINION ENERGY TECHNICAL SOLUTIONS, INC., a Virginia corporation (“DTECH”).

WHEREAS, each of DESC and DTECH is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc. (“Dominion”), a Virginia corporation and a “holding company” as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission;

WHEREAS, DESC is an electric and natural gas utility engaged in the manufacture, generation, transmission, distribution, purchase and sale of electricity and natural gas within its service territory in South Carolina;

WHEREAS, DTECH is a corporation engaged in the provision of engineering, construction and other services;

WHEREAS, DESC believes that it is in its interest to provide for an arrangement whereby DESC may, from time to time and at the option of DESC, agree to purchase such services as set forth in Exhibit I hereto from DTECH to the extent such services are available; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes all the services that are available from DTECH. DTECH hereby offers to supply those services to DESC. Such services are and will be provided to DESC only at the request of DESC. DTECH will provide such requested services using personnel from DTECH and, if necessary, non-DTECH affiliated company personnel in accordance with Section III herein. DESC’s participation in this Agreement is voluntary and DESC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that, to the extent requested and available, (i) DESC hereby agrees to receive from DTECH and (ii) DTECH hereby agrees to provide to DESC.

III. PERSONNEL. DTECH may arrange for and provide the services of its own qualified personnel, or it may, after consultation with DESC, arrange for and provide the services of such qualified, non-affiliated personnel as DTECH, in its own opinion, deems necessary or appropriate.

To the extent any non-DTECH affiliated company personnel are required for the provision of a service to DESC, DESC will receive such service directly from the non-DTECH affiliated company through its own services agreement. If the non-DTECH affiliated company is not so authorized through its own services agreement with DESC, the non-DTECH affiliated company will not provide services to DESC. Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, DTECH will provide such services at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of DTECH determined according to the time devoted by such employees to the performance of services hereunder for DESC; (2) the costs of such employees' benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with DTECH policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by DTECH or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by DTECH in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, and related taxes on DTECH's general plant investment) determined in accordance with DTECH's policies and procedures.

DTECH shall render monthly statements to DESC for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which DTECH anticipates it will supply during the next succeeding calendar month. In succeeding periods, estimated amounts will be revised to reflect actual amounts and adjustments will be made in the amounts billed. All statements so rendered will be due and payable ten (10) days after receipt thereof. To the extent that DESC owes intercompany payments or balances to DTECH, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

V. EFFECTIVE DATE. Subject to Section VII (D), this Agreement is effective as of July 1, 2021 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. DESC may modify its selection of services at any time during the calendar year by giving DTECH written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from DTECH. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after DESC sent written notice to DTECH.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. DTECH may terminate this Agreement by providing thirty (30) days advance written notice of such termination to DESC. DESC may terminate this Agreement by providing thirty (30) days advance written notice of such termination to DTECH.

D. Regulatory Approval. The effectiveness of this Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to such effectiveness.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To DESC:

Dominion Energy South Carolina, Inc.
400 Otarre Parkway
Cayce, South Carolina 29033

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: State Regulatory Team

b. To DTECH:

Dominion Energy Technical Solutions, Inc.
120 Tredegar Street
Richmond, VA 23219

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's written consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By 
Keller W. Kissam
President – Electric Operations

DOMINION ENERGY TECHNICAL SOLUTIONS, INC.


By 
Emil G. Avram
Vice President – Business Development

EXHIBIT I

**DESCRIPTION OF SERVICES THAT MAY BE OFFERED BY DTECH
UNDER THIS SERVICES AGREEMENT**

1. Accounting. Provide advice and assistance to the Dominion entity(ies) receiving services under this Agreement (“Dominion Companies”) in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Auditing. Periodically audit the accounting records and other records maintained by Dominion Companies and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.

3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

4. Software/Hardware Pooling. Accept from Dominion Companies ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Dominion Companies which Dominion Companies can and do transfer or assign to it and computer system hardware used with software and enhancements to which DTECH has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Dominion Companies, on a non-exclusive, no-charge or at-cost basis, to use all software which DTECH has the right to sell, license or sub-license; and, at the relevant Dominion Companies’ expense, permit Dominion Companies to enhance any such software and license others to use all such software and enhancements to the extent that DTECH shall have the legal right to so permit.

5. Operations. Advise and assist Dominion Companies in matters relating to operational capacity, including but not limited to: (i) the preparation and coordination of studying, consulting, planning, designing, managing, inspecting, engineering and construction of facilities of Dominion Companies, (ii) the planning, engineering (including maps and records), dispatch, gas control, storage, drilling, integrity management and measurement operations of Dominion Companies, (iii) the performance of operations support services for generation,

transmission, and nuclear functions, plant and facilities operation, compression, outage support, and maintenance and management services, (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs, (v) the provision and management of a training program for employees and/or contractors, including the management and maintenance of training records, and (vi) the provision of land services, including the drafting, management and maintenance of maps and land records; and the procurement, management and enforcement of land interests including easements, site agreements, and real property purchases/leases. (vii) develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Companies in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. (viii) manage Dominion Companies' purchase, movement, transfer, and accounting of fuel (including but not limited to natural gas, renewable natural gas, No. 2 oil, No. 6 oil, propane, jet fuel, biomass, coal and nuclear fuel) emission reduction products (including but not limited to lime, limestone, ammonia, urea, powered activated carbon) and gas volumes.

6. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

7. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

8. Corporate Planning. Advise and assist Dominion Companies in the research, study, testing and planning of operations, budgets, economic forecasts, industry developments, capital expenditures, innovation, sustainability, social contract initiatives and other special projects.

9. Supply Chain. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates and Regulatory. Advise and assist Dominion Companies in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Dominion Companies in proceedings before regulatory bodies involving the rates and operations of Dominion Companies and of other competitors where such rates and operations directly or indirectly affect Dominion Companies.

11. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.

12. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

13. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

14. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – i.e., property taxes, utilities, and maintenance.

EXHIBIT II

SERVICES DESC AGREES TO RECEIVE FROM DTECH

SERVICE	YES	NO
1. Accounting		X
2. Auditing		X
3. Information Technology, Electronic Transmission and Computer Services		X
4. Software/Hardware Pooling		X
5. Operations	X	
6. Executive and Administrative		X
7. Business Services		X
8. Corporate Planning		X
9. Supply Chain		X
10. Rates and Regulatory		X
11. Environmental Compliance		X
12. Customer Services		X
13. Energy Marketing		X
14. Office Space and Equipment		X

DEV and DESC Services Agreement

This Services Agreement (this “Agreement”) is entered into as of the 13 day of July, 2021, by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation (“DEV”), and DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina public service corporation (“DESC”) (each a “Service Provider” and a “Service Recipient”).

WHEREAS, each of DEV and DESC is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a “holding company” as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission (“Dominion”);

WHEREAS, DEV is an electric utility engaged in the sale of electric service at retail within its service territories in Virginia and North Carolina and at wholesale within those territories and elsewhere in the United States;

WHEREAS, DESC is an electric utility engaged in the sale of electric and natural gas service at retail within its service territory in South Carolina;

WHEREAS, DEV believes that it is in the interest of DEV to provide for an arrangement whereby DEV may, from time to time and at the option of DEV, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DESC;

WHEREAS, DESC believes that it is in the interest of DESC to provide for an arrangement whereby DESC may, from time to time and at the option of DESC, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DEV;

WHEREAS, DESC is an “affiliated interest” of DEV within the meaning of the Utility Affiliates Act, Chapter 4 of Title 56 of the Code of Virginia, and therefore contracts and arrangements for the exchange of services between DEV and DESC are subject to approval of the Virginia State Corporation Commission (“SCC”);

WHEREAS, DESC is an affiliate of DEV and therefore certain types of contracts between DESC and DEV are subject to the requirements of North Carolina G.S. § 62-153 and are subject to approval of the North Carolina Utilities Commission (“NCUC”); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto describes all of the services that are available, to the extent selected on Exhibit II, from the Service Provider. The Service Provider hereby offers to supply those services and related data and information described in Exhibit IV to

the Service Recipient. Such services are and will be provided to the Service Recipient only at the request of the Service Recipient.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) each Service Recipient hereby agrees to receive from each Service Provider and (ii) that each Service Provider hereby agrees to provide to each Service Recipient.

III. PERSONNEL. The Service Provider will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, the Service Provider, after consultation with the Service Recipient, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, DEV and DESC will provide such services at cost. Exhibit III describes the rules and methods for determining the cost of the Service Provider that will be charged to the Service Recipient.

V. EFFECTIVE DATE. This Agreement is effective as of April 18, 2021 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of three years, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. Each Service Recipient may modify its selection of services at any time during the calendar year by giving the Service Provider written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from the Service Provider. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Service Recipient sent written notice to the Service Provider.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. DEV may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DESC. DESC may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DEV.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To DEV:

Virginia Electric and Power Company
120 Tredegar Street
Richmond, VA 23219

With a Copy to:

Dominion Energy Services, Inc.
Law Department – Riverside 2
120 Tredegar Street
Richmond, VA 23219
Attention: Managing Counsel and State Regulatory Team

b. To DESC:

Dominion Energy South Carolina, Inc.
220 Operation Way
Cayce, SC 29033

With a Copy to:

Dominion Energy Services, Inc.
Law Department – Riverside 2
120 Tredegar Street
Richmond, VA 23219

Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

XIV. CONFIDENTIALITY.

A. For purposes of this Agreement, "Confidential Information" is information provided by any Service Provider or Service Recipient, or created or discovered by, for, or on behalf of such Service Provider or Service Recipient including, but not limited to information relating to products, processes, techniques, formulas, ideas, know-how, works of authorship, copyrightable works, inventions (whether patentable or not), technical information, trade secrets, computer programs, computer code, designs, technology, compositions, data, drawings, schematics, customers, product development, plans, and other business, technical, and financial information. "Confidential Information" also includes "Customer Information" and "Confidential Systems Operation Information" as those terms are defined in the Code of Conduct Governing the Relationships Among Dominion Energy North Carolina, Public Service Company of North Carolina, Incorporated, their Affiliates, and their Nonpublic Utility Operations approved by the North Carolina Utilities Commission in Dockets No. E-22, Sub 551, and G-5, Sub 585 ("Code of Conduct"). The types of Confidential Systems Operation Information that may be provided to employees of DESC are described in Exhibit IV, as may it be revised from time to time.

B. At all times, both during this Agreement and after its termination, each Service Provider and Service Recipient will protect Confidential Information from unauthorized dissemination and use with the same degree of care that each Service Provider and Service Recipient uses to protect its own confidential information, but with not less than reasonable care and diligence, and will not disclose any Confidential Information unless necessary to perform services hereunder and reasonable measures are taken to avoid wrongful disclosures. Each Service Provider and Service Recipient may use such Confidential Information solely for performing the services under this Agreement and for no other purpose.

C. No Service Provider or Service Recipient will be obligated under this Agreement with respect to information that such Service Provider or Service Recipient can document: (1) is or has become publicly known through no fault of such Service Provider or Service Recipient or

its employees or agents; (2) is or was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (3) was rightfully in the possession of such Service Provider or Service Recipient without restriction prior to its disclosure by any Service Provider or Service Recipient; or (4) is or was independently developed by or on behalf of such Service Provider or Service Recipient.

D. Each Service Provider and Service Recipient acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial and irreparable harm to such Service Provider or Service Recipient for which damages would not be a fully adequate remedy and, therefore, in the event of any such breach, in addition to other available remedies, such Service Provider or Service Recipient will have the right to obtain appropriate injunctive relief.

.XV. STATE COMMISSION APPROVALS.

A. VSCC Approval. Pursuant to the Virginia State Corporation Commission ("VSCC") Order Approving Merger in Joint Petition for Dominion and Consolidated Natural Gas Company for Approval of Agreement and Plan of Merger under Chapter 5 of Title 56 of the Code of Virginia, Case No. PUA-1999-00020, issued on September 17, 1999, neither Virginia Electric and Power Company nor any other affiliate of Dominion subject to the jurisdiction of the Commission shall have any obligation under this Agreement except to the extent such Commission has approved such obligation.

B. NCUC.

(i) Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina's ("DENC") participation in this Agreement is voluntary, DENC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and DENC may elect to discontinue its participation in this Agreement at its election after giving any required notice;

(ii) DENC may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Commission promulgated thereunder;

(iii) DENC may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina Commission or (B) revenue level earned under this Agreement less than the amount imputed by the North Carolina Commission; and

(iv) DENC will not assert in any forum that the North Carolina Commission's authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

VIRGINIA ELECTRIC AND POWER COMPANY

By Edward H. Baine
Name: Edward H. Baine
Title: President

DOMINION ENERGY SOUTH CAROLINA, INC.

By P. Rodney Blevins
Name: P. Rodney Blevins
Title: President

EXECUTION VERSION

EXHIBIT I

DESCRIPTION OF SERVICES

1. Accounting. Provide advice and assistance to the Dominion entity(ies) receiving services under this Agreement ("Dominion Companies") in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

3. Nuclear Operations. Advise and assist Dominion Companies in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of each Dominion Company and of the Dominion Companies as a whole, (ii) the planning, engineering (including maps and records) and construction operations of Dominion Companies, and (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services. Develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Company in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. Manage Dominion Companies' purchase, movement, transfer, and accounting of nuclear fuel.

4. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

5. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise),

(iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Supply Chain. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

7. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.

8. Operations. Advise and assist the Service Recipient in the following matters relating to business operations and operational capacity: (i) non-nuclear generation – (a) the provision of generation outage, security, engineering, training, benchmarking, environmental emissions data capture, and decommissioning support services; (b) the provision of planning, engineering, and construction operations services to support Service Recipient's station development projects; (ii) transmission – (a) the preparation and coordination of planning studies, consulting, designing, inspecting and engineering, construction and maintenance support services of electric transmission and substation plant facilities of the Service Recipient; (b) support services related to relay settings and coordination, relay misoperation analysis, relay repair and maintenance, substation and transmission line equipment specifications, electrical equipment repair and maintenance, and general outage coordination support; and (iii) distribution – the provision of metering, safety, training, weather forecasting, design, engineering, planning studies, substation and distribution control equipment installation, field support and operation support services; the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs. The aforementioned services will be provided subject to federal and state codes and standards of conduct, as applicable.

9. Emergency Services. Provide aid to Service Recipient in the emergency restoration of electric service in the event that service cannot be restored in a safe and timely manner by the personnel of the Service Recipient alone: (i) distribution line restoration; (ii) transmission line restoration; (iii) generation facility restoration; (iv) vegetation management; (v) damage assessment; (vi) substation restoration; (vii) relay (system protection) restoration; and (viii) other critical maintenance and emergency restoration support services to assist in the safe and timely restoration of electric service.

EXHIBIT II**SERVICES SELECTED**

SERVICE		DEV to receive from DESC	DESC to receive from DEV
1.	Accounting	X	
2.	Information Technology, Electronic Transmission and Computer Services	X	
3.	Nuclear Operations	X	X
4.	Executive and Administrative	X	
5.	Business Services	X	
6.	Supply Chain	X	
7.	Environmental Compliance	X	X
8.	Operations – Non-Nuclear Generation	X	X
	Operations – Transmission	X	X
	Operations – Distribution	X	X
9.	Emergency Services	X	X

EXHIBIT III

RULES AND METHODS FOR DETERMINING COSTS OF SERVICE PROVIDER

The cost of rendering services shall include: (1) a portion of the salaries and wages of employees of Service Provider determined according to the time devoted by such employees to the performance of services under this Agreement for the Service Recipient; provided that, to the extent appropriate and practical, such computations of hourly rates and charges may be determined for groups of employees within reasonable salary ranges; (2) the costs of such employee's benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Service Provider or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Service Provider in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (which may include reasonable amounts for general office maintenance and depreciation, amortization, and related taxes on Service Provider's general plant investment).

EXECUTION VERSION

EXHIBIT IV

CONFIDENTIAL SYSTEM OPERATION INFORMATION

1. VEPCO Electric Transmission

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Transmission siting applications
- Encroachment
- Transmission projects, costs and schedules
- Generation interconnections
- Customer information
- Transmission line outages
- Material and supply chain requirements
- NERC compliance
- Labor relations
- Miles, age and condition of transmission lines and substations
- Legal and regulatory
- PJM transmission, generation, ancillary and interconnection
- Transmission protective relay information
- Safety and training
- Substation and protective relay
- Transmission system information for developing cost of service

2. VEPCO Electric Retail and Wholesale Rates and Regulation

- Customer information
- PJM transmission, generation, ancillary, and interconnection
- PJM operational
- Legal and regulatory
- Distribution system information for developing cost of service
- Generation system information for developing cost of service
- Transmission system information for developing cost of service.

3. VEPCO Power Generation and Nuclear Generation

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- O&M and capital projections and project cost and scope
- Refueling Outage schedules and scopes
- Plant operation conditions, status and projection: kW, kWh, ancillary services
- Outage schedules costs, scopes and status

- Maintenance and service contracts, costs, schedules and status
- Service and material contracts
- Inventory management
- Safety and training
- Plant operating parameters and procedures
- Plant (facility) design drawings and documentation
- Current/Historical/Forecast Fuel supply and specification (for example, Natural Gas, Coal, Oil, Biomass, nuclear)
- Associated fuel contracts, for example, procurement, processing, conversion, enrichment, treatment, handling or transportation.
- Other fuel data, for example:
 - Commercial aspects of transactions; terms and conditions of contracts
 - Transportation/delivery schedules and constraints
 - Market information
 - Operational concerns and constraints
 - Purchasing and hedging strategies
 - Storage and inventory
 - Fuel specifications and product quality
 - Transactional, contractual and systems controls
 - Legal and regulatory
 - Security
- Labor relations
- Emission Reduction Products (for example, limestone and ammonia)
- Equipment specifications, conditions, testing, analysis, manuals and documentation
- FERC, NERC and other compliance
- Environmental data
- Legal and regulatory
- PJM and IMM transmission, generation, ancillary, and interconnection
- Plant and transmission protective relay information
- Insurance Nuclear Project Funding requests
- Nuclear Performance Scorecards
- Radiation dose
- NRC compliance
- Customer Information

4. VEPCO Electric Distribution

Reliability & Planning data, for example

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Distribution System Data
- Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
- Distributed Generation

- O&M and capital projections and project cost and scope
- Maintenance contracts, costs, schedules and status
- Vegetation management
- Design and construction standards
- Materials and supplies
- Safety and training
- Legal and regulatory
- NERC compliance
- Regulatory budgets, projections, projects for strategic underground

Design & Construction data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Land acquisition and right of way
- Environmental Compliance and Reporting
- Labor Relations
- Vendor Contracts
- Materials and supplies

Operations data, for example:

- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Real Time Distribution System Data
- Loading and voltages
 - Substation Transformers, Circuits, Transformers, Services
- Distributed Generation
- Technology – Maintenance, Replacements and New Technologies
- Distribution System Data
- Mobile Technology
- Line and equipment outage and communications
- Storm and other damage assessment and restoration
- Legal and regulatory reporting
- Customer information
- Resource availability
- Labor relations
- Sustainability Plans
- Safety and training

5. VEPCO Power Delivery Customer Service

- Customer information

- Resource availability
- Contact Center metrics (both agent and self-service)
- Web self-service metrics
- Vendor agreements and contracts
- Financial information and performance
- System maintenance schedules
- Materials and supplies
- Safety and training
- Legal and regulatory

6. VEPCO Business Development

- Customer information
- Valuation/customer benefit analysis
- Comparison of pricing options
- Agreements/Contracts
- Legal and regulatory
- Load information
- Project Information
- Financial information/performance
 - O&M budgets, projections, projects
 - Capital budget, projections, projects
- Safety and training
- Labor Relations
- Vendor Contracts
- Materials and supplies
- Maintenance schedules

Services Agreement

This Services Agreement (this "Agreement") is entered into as of the 29th day of January 2021 by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, ("DESC") and PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation ("PSNC"). Each party may hereinafter be referred to as a "Party" or collectively as the "Parties."

WHEREAS, each of DESC and PSNC is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc. ("Dominion"), a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission;

WHEREAS, DESC is an electric and natural gas utility engaged in the sale of electricity service within its service territory in South Carolina;

WHEREAS, PSNC is a natural gas utility engaged in the sale of natural gas service within its service territory in North Carolina;

WHEREAS, DESC is an affiliate of PSNC and therefore certain types of contracts between DESC and PSNC are subject to the requirements of North Carolina G.S. § 62-153 and are subject to approval of the North Carolina Utilities Commission ("NCUC"); and

WHEREAS, each Party believes that it is in the interest of the Parties to provide for an arrangement whereby one Party (the "Receiving Company") may, from time to time and at the option of the Receiving Company, agree to purchase such services as set forth in Exhibit I hereto from the other Party (the "Providing Company") for their benefit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes all the services that are available from the Providing Company. The Providing Company hereby offers to supply those services to the Receiving Company. Such services are and will be provided to the Receiving Company only at the request of the Receiving Company. The Providing Company will provide such requested services using personnel from the Providing Company and, if necessary, non-Providing Company affiliated company personnel in accordance with Section III herein. Both Party's participation in this Agreement is voluntary and neither Party is obligated to take or provide services or make any purchases or sales pursuant to this Agreement.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that, to the extent requested and available, (i) the receiving Company hereby agrees to receive from the

Providing Company and (ii) the Receiving Company hereby agrees to provide to the Receiving Company.

III. PERSONNEL. The Providing Company will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

To the extent any non-Providing Company affiliated company personnel are required for the provision of a service to the Receiving Company, the Receiving Company will receive such service directly from the non-Providing Company affiliated company through its own approved services agreement. If the non-Providing Company affiliated company is not so authorized through its own approved services agreement with the Receiving Company, the non-Providing Company affiliated company will not provide services to the Receiving Company. Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, the Providing Company will provide such services at cost.

The cost of rendering such services shall include: (1) a portion of the salaries and wages of employees of the Providing Company determined according to the time devoted by such employees to the performance of services hereunder for the Receiving Company; (2) the costs of such employees' benefits, payroll taxes, and compensated absences attributable to salaries and wages directly billed, as determined in accordance with Providing Company policies and procedures in place from time to time; (3) all other out-of-pocket operating costs, including expenses for transportation, tolls, and other expenses incurred by the Providing Company or its employees in connection with the performance of services under this Agreement; (4) the actual costs of materials and supplies furnished by the Providing Company in connection with the performance of services under this Agreement; and (5) administrative and general costs attributable to services performed under this Agreement (including reasonable amounts for general office maintenance and depreciation, amortization, and related taxes on the Providing Company's general plant investment) determined in accordance with the Providing Company's policies and procedures.

The Providing Company shall render monthly statements to the Receiving Company for services supplied or to be supplied in the manner set forth above. Such statements shall include the costs of all services supplied hereunder during the preceding month and may include estimated amounts attributable to services which the Providing Company anticipates it will supply during the next succeeding calendar month. In succeeding periods, estimated amounts will be revised to reflect actual amounts and adjustments will be made in the amounts billed. All statements so rendered will be due and payable ten (10) days after receipt thereof. To the extent that the Receiving Company owes intercompany payments or balances to the Providing Company, and vice-versa, such payments or balances may be netted against one another, such that the net amount owed between the parties will be paid on a monthly basis from the one to the other, as applicable, subject to the terms of this Agreement.

V. EFFECTIVE DATE. Subject to Section VII (D), this Agreement is effective as of January 29, 2021 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall continue in full force and effect, upon the same terms and conditions, unless terminated by either Party pursuant to Section VII (C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. The Receiving Company may modify its selection of services at any time during the calendar year by giving the Providing Company written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from the Providing Company. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Receiving Company sent written notice to the Providing Company.

B. Modification of Other Terms and Conditions. No other amendment, change, or modification of this Agreement shall be valid, unless made in writing and signed by all Parties hereto.

C. Termination of this Agreement. Either Party may terminate this Agreement by providing thirty (30) days advance written notice of such termination to the other Party.

D. Regulatory Approval. The effectiveness of this Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to such effectiveness.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To DESC:

Dominion Energy South Carolina, Inc.
400 Otarre Parkway
Cayce, South Carolina 29033

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: State Regulatory Team

b. To PSNC:

Public Service Company of North Carolina, Incorporated
400 Otarre Parkway
Cayce, South Carolina 29033

With a Copy to:

Dominion Energy Services, Inc.
Law Department
120 Tredegar Street
Richmond, VA 23219
Attention: State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the Parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective Parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. No assignment of this Agreement or any Party's rights, interests or obligations hereunder may be made without the other Party's written consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either Party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other Party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

XIV. CONFIDENTIALITY.

A. For purposes of this Agreement, "Confidential Information" is information provided by PSNC, or created or discovered by, for, or on behalf of PSNC including, but not limited to information relating to products, processes, techniques, formulas, ideas, know-how, works of authorship, copyrightable works, inventions (whether patentable or not), technical information, trade secrets, computer programs, computer code, designs, technology,

compositions, data, drawings, schematics, customers, product development, plans, and other business, technical, and financial information. "Confidential Information" also includes "Customer Information" and "Confidential Systems Operation Information" as those terms are defined in the Code of Conduct Governing the Relationships Among Dominion Energy North Carolina, Public Service Company of North Carolina, Incorporated, their Affiliates, and their Nonpublic Utility Operations approved by the North Carolina Utilities Commission in Dockets No. E-22, Sub 551, and G-5, Sub 585 ("Code of Conduct"). The types of Confidential Systems Operation Information that may be provided to employees of DEO are described in Exhibit III, as may it be revised from time to time.

B. At all times, both during this Agreement and after its termination, DESC will protect Confidential Information from unauthorized dissemination and use with the same degree of care that DESC uses to protect its own confidential information, but with not less than reasonable care and diligence, and will not disclose any Confidential Information unless necessary to perform services hereunder and reasonable measures are taken to avoid wrongful disclosures. DESC may use such Confidential Information solely for performing the services under this Agreement and for no other purpose.

C. DESC will not be obligated under this Agreement with respect to information that DESC can document : (1) is or has become publicly known through no fault of DESC or its employees or agents; (2) is or was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (3) was rightfully in the possession of DESC without restriction prior to its disclosure by PSNC; or (4) is or was independently developed by or on behalf of DESC.

D. DESC acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial and irreparable harm to PSNC for which damages would not be a fully adequate remedy and, therefore, in the event of any such breach, in addition to other available remedies, PSNC will have the right to obtain appropriate injunctive relief.

E. DESC agrees to comply with the provisions contained in the Code of Conduct with respect to Customer Information and Confidential Systems Operation Information.

XV. STATE COMMISSION APPROVAL.


A. NCUC.

- (i) PSNC's participation in this Agreement is voluntary, PSNC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and PSNC may elect to discontinue its participation in this Agreement at its election after giving any required notice;

- (ii) PSNC may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Utilities Commission promulgated thereunder;
- (iii) PSNC may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina Utilities Commission or (B) revenue level earned under this Agreement less than the amount imputed by the North Carolina Utilities Commission; and
- (iv) PSNC will not assert in any forum that the North Carolina Utilities Commission's authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By 
Alma Showalter (Feb 23, 2021 14:59 EST)
Alma W. Showalter
Vice President – Tax

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED

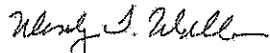
By 
Wendy T. Wellener
Vice President – Shared Services

EXHIBIT I

**DESCRIPTION OF SERVICES THAT MAY BE OFFERED BY THE PROVIDING
COMPANY UNDER THIS SERVICES AGREEMENT**

1. Accounting. Provide advice and assistance to the Dominion entity(ies) receiving services under this Agreement ("Dominion Companies") in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).
2. Auditing. Periodically audit the accounting records and other records maintained by Dominion Companies and coordinate their examination, where applicable, with that of independent public accountants. The audit staff will report on their examination and submit recommendations, as appropriate, on improving methods of internal control and accounting procedures.
3. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.
4. Software/Hardware Pooling. Accept from Dominion Companies ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for Dominion Companies which Dominion Companies can and do transfer or assign to it and computer system hardware used with software and enhancements to which the Providing Company has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license Dominion Companies, on a non-exclusive, no-charge or at-cost basis, to use all software which the Providing Company has the right to sell, license or sub-license; and, at the relevant Dominion Companies' expense, permit Dominion Companies to enhance any such software and license others to use all such software and enhancements to the extent that the Providing Company shall have the legal right to so permit.
5. Operations. Advise and assist Dominion Companies in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, managing, inspecting, engineering and construction of facilities of Dominion Companies, (ii) the planning, engineering (including maps and records), dispatch, gas control, storage, drilling, integrity management and measurement operations of Dominion

Companies, (iii) the performance of operations support services for generation, transmission, and nuclear functions, plant and facilities operation, compression, outage support, and maintenance and management services, (iv) the planning, formulation and implementation of load retention, load shaping and conservation and efficiency programs, and integrated resource planning for supply-side plans and demand-side management programs, (v) the provision and management of a training program for employees and/or contractors, including the management and maintenance of training records, and (vi) the provision of land services, including the drafting, management and maintenance of maps and land records; and the procurement, management and enforcement of land interests including easements, site agreements, and real property purchases/leases. (vii) develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Companies in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. (viii) manage Dominion Companies' purchase, movement, transfer, and accounting of fuel (including but not limited to natural gas, renewable natural gas, No. 2 oil, No. 6 oil, propane, jet fuel, biomass, coal and nuclear fuel) emission reduction products (including but not limited to lime, limestone, ammonia, urea, powered activated carbon) and gas volumes.

6. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

7. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

8. Corporate Planning. Advise and assist Dominion Companies in the research, study, testing and planning of operations, budgets, economic forecasts, industry developments, capital expenditures, innovation, sustainability, social contract initiatives and other special projects.

9. Supply Chain. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

10. Rates and Regulatory. Advise and assist Dominion Companies in the analysis of their rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist Dominion Companies in proceedings before regulatory bodies involving the rates and operations of Dominion Companies and of other competitors where such rates and operations directly or indirectly affect Dominion Companies.

11. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.

12. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

13. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

14. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – i.e., property taxes, utilities, and maintenance.

EXHIBIT II

SERVICES PSNC AGREES TO RECEIVE FROM DESC

SERVICE	YES	NO
1. Accounting		X
2. Auditing		X
3. Information Technology, Electronic Transmission and Computer Services		X
4. Software/Hardware Pooling		X
5. Operations	X	
6. Executive and Administrative		X
7. Business Services		X
8. Corporate Planning		X
9. Supply Chain		X
10. Rates and Regulatory	X	
11. Environmental Compliance	X	
12. Customer Services		X
13. Energy Marketing		X
14. Office Space and Equipment		X

SERVICES DESC AGREES TO RECEIVE FROM PSNC

SERVICE		YES	NO
1.	Accounting		X
2.	Auditing		X
3.	Information Technology, Electronic Transmission and Computer Services		X
4.	Software/Hardware Pooling		X
5.	Operations		X
6.	Executive and Administrative		X
7.	Business Services		X
8.	Corporate Planning		X
9.	Supply Chain		X
10.	Rates and Regulatory		X
11.	Environmental Compliance		X
12.	Customer Services		X
13.	Energy Marketing		X
14.	Office Space and Equipment		X

REVISED EXHIBIT II

SERVICES PSNC AGREES TO RECEIVE FROM DESC

SERVICE	YES	NO
1. Accounting		X
2. Auditing		X
3. Information Technology, Electronic Transmission and Computer Services		X
4. Software/Hardware Pooling		X
5. Operations	X	
6. Executive and Administrative		X
7. Business Services		X
8. Corporate Planning		X
9. Supply Chain		X
10. Rates and Regulatory	X	
11. Environmental Compliance	X	
12. Customer Services		X
13. Energy Marketing		X
14. Office Space and Equipment	X	

SERVICES DESC AGREES TO RECEIVE FROM PSNC

SERVICE	YES	NO
1. Accounting		X
2. Auditing		X
3. Information Technology, Electronic Transmission and Computer Services		X
4. Software/Hardware Pooling		X
5. Operations		X
6. Executive and Administrative		X
7. Business Services		X
8. Corporate Planning		X
9. Supply Chain		X
10. Rates and Regulatory		X
11. Environmental Compliance		X
12. Customer Services		X
13. Energy Marketing		X
14. Office Space and Equipment		X

EXHIBIT III

CONFIDENTIAL SYSTEMS OPERATION INFORMATION

- I. Physical system attributes and information. Examples include:
 - 1. pipeline and compression characteristics and specifications
 - 2. inspection, maintenance, and performance data
 - 3. regulator and meter testing and repair data
 - 4. environmental and right-of-way information
 - 5. system maps and facility as-built records
- II. System operating information. Examples include:
 - 1. current and historical operating data
 - 2. performance data
 - 3. project and operation planning
 - 4. customer information
- III. Engineering information. Examples include:
 - 1. compliance data and studies
 - 2. failure investigations
 - 3. internal operational audits
 - 4. emergency drills
 - 5. hydraulic studies and flow modeling
 - 6. new project related studies and schedules
 - 7. best practices development
 - 8. policies and procedures
 - 9. program manuals
- IV. Training and reporting information. Examples include:
 - 1. safety and incident reports
 - 2. OQ training and evaluation programs and materials
 - 3. internal compliance and performance reporting
 - 4. corporate and regulatory audits
- V. Financial information. Examples include:
 - 1. budget and spending reports and forecasts
 - 2. cost analyses

VI. Technology information. Examples include:

1. GIS
2. other databases
3. real-time data access

VII. Gas supply and gas control information. Examples include:

1. pipeline interconnect data
2. pipeline capacity and storage information
3. secondary market transactions
4. remote control valve operations
5. flow, pressure, and measurement information
6. system modeling
7. pipeline maintenance and outages

VIII. Planning information. Examples include:

1. maintenance schedules
2. staffing analysis